

**COLLECTIVE BARGAINING AGREEMENT**

**between**

**THE CITY OF BEVERLY**

**and**

**The White Collar and Blue Collar Employees**

**and the**

**School Crossing Guards**

**Communications Workers of America, AFL-CIO**

**for the period**

**January 1, 2003 to December 31, 2007**

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## **ARTICLE I**

### **PREAMBLE**

The Agreement entered into by the City of Beverly referred to as the "Employer" and the Employees of the White Collar Unit, Blue Collar Unit and the School Crossing Guards, Communications Workers of America, AFL-CIO, hereinafter referred to as the "Union," has as its purpose the promotion of harmonious relations between the Employer and the Union, the establishment of an equitable and peaceful procedure for the resolution of differences, and the establishment of rate of pay, hours of work, and other conditions of employment for the employees represented by the Union.

## **ARTICLE II**

### **MANAGEMENT RIGHTS**

Except as elsewhere set forth in this Agreement, it is recognized that the management of the Employer, and the control of its properties and the maintenance of order and efficiency, is solely a responsibility of the Employer. Accordingly, the Employer retains the rights, including, but not limited to, select and direct the working forces, including the right to hire, suspend or discharge, for just cause, assign, promote or transfer, to determine the amount of overtime to be worked to, decide the number of locations of its facilities, stations, etc. determine the work to be performed, maintenance and repair, amount of supervision, and training programs necessary, machinery and tool equipment, methods, schedules of work together with selection, procurement, designing, engineering and the control of equipment and materials.

## **ARTICLE III**

### **RECOGNITION**

The Employer recognizes the Union as the bargaining agent for the purpose of negotiating salaries, wages, hours, and other conditions of employment for all its employees in the established bargaining unit. This unit includes all blue and white-collar employees employed by the City. Excluded are all managerial executives, confidential employees, supervisors within the meaning of the Act, professional employees, craft employees, police, fire employees, employees in other negotiations units, and all other employees employed by the City.

## **ARTICLE IV**

### **FULLY BARGAINED AGREEMENT**

The parties agree that they have fully bargained and agreed upon all terms and conditions of this Agreement and that it incorporates the complete and final understanding, and settlement by the parties of all bargainable issues that were or could have been the subject of negotiations.

This Agreement supersedes and cancels all prior agreements, whether written or oral, unless expressly stated to the contrary.

## **ARTICLE V**

### **HOURS OF WORK/BREAKS**

- A. White Collar Employees:
  - a. Monday to Friday 8 am to 4:30 PM
  - b. Monday to Friday 35-1/2 hour per week Employees
  - c. 24- hour per week Employees
- B. Flex Schedule: If there is an interest or a need by a white collar employee to adjust the work hours, a flex schedule may be implemented for any employee only if the employee and supervisor agree. The adjustment shall not be made on a permanent basis. The union must be notified prior to any implementation of a permanent change in hours.
- C. Blue Collar Employees: 7 am to 3:30 PM - Monday to Friday
- D. School Crossing Guards: 2 hour shift per day - Monday to Friday
- E. Breaks: A one-half hour unpaid lunch per day Monday to Friday excluding School Crossing Guards, and two (2) fifteen minute breaks per day Monday to Friday.
- F. Recording of time worked: Each employee shall be responsible for recording the actual time worked on the time sheet provided by the City.
- G. Call-ins: Whenever a blue-collar employee is called in to work the employee will be paid for not less than two hours time. The employee called in must actually work for the minimum two hours.

## ARTICLE VI

### **SALARIES AND PROGRAMS: DIRECT DEPOSIT, CREDIT UNION AND DEFERRED PLANS**

- A. **COMPENSATION:** Employees will receive the following salaries as compensation for their employment

TITLE	2003	2004	2005	2006	2007
Crossing Guards (per day)	\$25.10	\$25.80	\$26.50	\$27.20	\$28.00
Deputy Court Administrator (per hour)	\$10.30	\$10.55	\$10.85	\$11.10	\$11.25
Blue Collar Employees (salary)	\$24,000	\$24,600	\$25,215	\$25,850	\$26,500
Clerical Part time (per hour)	\$8.00 to a maximum of \$10.00 with a 2% yearly increase on anniversary date.				

- B. **EFFECTIVE DATES OF SALARY ADJUSTMENTS:** The salary adjustment shall become effective as of January 1, 2003, as shown. The salary rates for full time employees are based on a forty (40) hour week straight time. All call-ins are paid at the applicable hourly rate. Where it is necessary to calculate an hourly rate for those paid on an annual salary basis, the annual salary shall be divided by 2080 to determine the hourly rate. Salaried employees are entitled to compensatory time at the straight time rate for any hours over 40 per week. All compensatory time is to be used by December 31<sup>st</sup> of each year. The Administrator of the City of Beverly is to be notified by September 30th of the scheduling of the compensatory time hours to be taken off.
- C. **STARTING SALARIES:** To be set as a management prerogative.
- D. **SALARY BELOW MINIMUM:** Any employee who is below the minimum start salary shall first be brought up to the minimum start salary for their title and then receive the percentage raises listed above.
- E. **ISSUANCE OF PAYCHECKS:** Paycheck will be issued after 9:00 am on Wednesday on a Bi-Weekly basis.
- F. **POST DIFFERENTIAL:** The post differential for the School Crossing Guard at the Warren Street – St. Joseph School post which was provided under prior contracts is eliminated effective July 1, 2004

- G. PAYROLL: The employer shall follow the rules for transmitting any direct deposits or payroll deductions of any type in a timely fashion for any bank, credit union or deferred program that an employee participates in.
- H. DIRECT DEPOSIT: The Employer shall accommodate direct deposits for any employee who wishes to have his/her paycheck deposited in the bank of his/her choice.
- I. PAYROLL DEDUCTIONS: The Employer shall accommodate an employee who elects to have payroll deductions for any deferred program of his/her choice.
- J. CREDIT UNION DEDUCTIONS: The Employer shall accommodate an employee who elects to use a Credit Union for direct deposits, or for payroll deductions for credit union programs.
- K. MILEAGE. Employees sent for training who are required to use their personal vehicle for transportation shall be reimbursed at the mileage rate established by the Internal Revenue Service. The rate shall be fixed as of January 1 of each year and shall remain in effect for that calendar year.

## ARTICLE VII

### GRIEVANCE PROCEDURE

- A. DEFINITION - "Grievance" is a claimed breach, violation, misinterpretation or improper application of the Terms of this Agreement, including disciplinary action.
- B. PROCESS DEFINED: Any grievance or dispute, which arises between an employee and Employer, shall be processed and settled in strict accordance with the time limits set out herein. It is understood that all of the time limits, unless otherwise expressed, refer to working days that the employee is regularly scheduled to work.
- C. PROCEDURES: Within ten (10) working days of the date of the grievance or the date in which the grievant should reasonably have known of its occurrence, an employee with a potential grievance must orally present and discuss his complaint with his immediate Supervisor on an informal basis prior to filing a formal written Step 1 grievance, and a Union Steward may be present at such discussions.
  1. STEP I: A grievance must be filed initially within fifteen (15) working days from the date on which the act which is the subject of the grievance occurred, or fifteen (15) working days from the date on which the grievant should reasonably have known of its occurrence. The grievant shall prepare his grievance in writing on forms approved by each party and submit it to the Supervisor who shall schedule, hear, and determine the grievance within fifteen (15) working days after receiving it. Such grievance shall include the date of the alleged grievable occurrence, nature of the grievance, pertinent contractual articles allegedly violated, and the remedy sought. The decision of the Supervisor shall be made in writing

and in triplicate, and copies thereof, together with copies of the grievance, shall be served upon the grievant, the Union representative, and the City of Beverly Mayor and Council within said fifteen (15) working day period.

2. STEP II: Upon receipt of an adverse determination by the Supervisor, the grievant or Union representative shall have a period of ten (10) working days to appeal such determination to the Beverly City Mayor and Council or their designee, who shall schedule, hear, and determine the grievance within twenty (20) working days after receiving it. The Beverly City Mayor and Council or their designee shall issue a decision in writing in triplicate and copies thereof, together with copies of the grievance and previous decision, shall be served upon the grievant and the Union representative within said twenty (20) working day period.
3. STEP III: Upon receipt of an adverse determination by the Beverly City Mayor and Council or their designee, the Union shall have thirty (30) calendar days to appeal such determination to arbitration pursuant to the rules of the Public Employee Relations Commission. The cost of the arbitrator shall be borne by the City of Beverly and the Union equally. Any other cost shall be borne by the party incurring it.

D. GENERAL RULES:

1. A failure to schedule, hear, and determine the grievance at any step by the person designated to do so shall cause the matter to proceed immediately to the next step. Said grievance shall be deemed pending in the next step, and the applicable time limits shall begin to run upon the receipt of a formal written appeal by the Union to the next step.
2. Under no circumstances shall the Employer have the right to appeal a grievance adjudicated favorably to the employee, except when a determination is issued by P.E.R.C.
3. At all steps in the grievance procedure the grievant shall have the right to be represented by the Union and only the Union.
4. If the grievant alleges acts by or against the person designated to schedule, hear, and decide grievances, the employee shall have the option to file the grievance with the next highest step in the grievance procedure for resolution.
5. A group or class grievance may be filed by a member of the affected group or class, or by a representative of the Union; however, any such grievance shall clearly delineate the group or class involved and shall list the names and titles of the individual employees involved.
6. Extensions of time limits may be obtained only by the written or oral consent of the grievant or representative and person designated to hear and determine the grievance.

7. If the grievant accepts a resolution that is not in conflict with this Agreement, it shall be final and binding upon the parties.

E. DISCIPLINE:

1. Discipline and discharge shall only be for just cause, which may include the following:
  - a. Incompetency, inefficiency or failure to perform duties;
  - b. Insubordination;
  - c. Inability to perform duties;
  - d. Chronic or excessive absenteeism or lateness;
  - e. Conviction of a crime;
  - f. Conduct unbecoming a public employee;
  - g. Neglect of duty;\
  - h. Misuse of public property, including motor vehicles;
  - i. Discrimination that affects equal employment opportunity (as defined in N.J.A.C. 4A:7-1.1), including sexual harassment;
  - j. Violation of Federal regulations concerning drug and alcohol use and testing of employees who perform functions related to the operation of commercial motor vehicles, and State and local policies issued thereunder; and
  - k. Other sufficient cause.
2. Discipline shall be progressive in nature and corrective in intent.
3. The degree of discipline administered by the Employer in a particular case must be reasonably related to (a) the seriousness of the employee's proven offense, and (b) the record of the employee and his/her service with the Employer.
4. Grievances of minor disciplinary actions [five (5) day suspensions or less] shall be filed directly at Step 2.
5. No discipline which results in loss of pay shall be imposed prior to the employee having a hearing unless there is an imminent threat to health and safety.
6. Provisional employees with more than four (4) months of service must be issued an approved notice of major disciplinary action. At the time an approved notice of major disciplinary action, including termination, is issued to a provisional employee with more than four (4) months of service, the Supervisor shall provide the employee a review of the action. If the employee desires such a review, and said review is requested by the Union, the review shall be within five (5) days of issuance of the discipline.

7. The Union shall retain the right to proceed directly to arbitration for any major discipline of a provisional employee.
8. Should an employee receive a suspension, it shall not be applied to prevent previously scheduled vacation time or holiday leave.

## ARTICLE VIII

### UNION RIGHTS

- A. Employees shall have the right for a Union representative to be present, if the employee so requests, during any meeting at which an employee is being questioned on a matter which may lead to a discipline. Further, the Employer must notify the employee of his/her right prior to the meeting. The employee may waive his right to have a representative present but must do so in writing.
- B. The Employer will provide the Union with an up-to-date seniority list by January 30<sup>th</sup> of each year.
- C. The representatives of the Union shall be permitted to transact Union business on the premises before or after normal working hours and during the lunch period, provided that this shall not interfere with or interrupt normal operations of the service.
- D. The City of Beverly agrees to provide each Blue Collar employee with drinking water, hot water, and eating facilities at their place of work. The eating facility will be maintained in a sanitary condition by the employees.
- E. The City agrees to Labor/Management meetings being conducted on a quarterly basis with a City representative unless an occurrence requires a meeting in the time period between the quarterly meetings.
- F. The Union will have the right to place items on existing employee bulletin boards, or a designated area that employees receive usual notices if no bulletin board exists.
- G. Union Stewards shall be the last to be involuntarily transferred from one location to another or from one shift to another so long as it does not conflict with any State or Federal Rules, Regulations, or Laws.
- H. The City of Beverly shall provide legal representation to its employees if litigation shall develop as a result of actions arising out of and in the course of employment, except that no representation shall be provided for the defense of a criminal or disorderly person.
- I. When it is necessary for an employee to use his/her personal vehicle for City business, the employee shall be compensated at the rate set for mileage by the Internal Revenue Service, and said employee shall be responsible for maintaining insurance on his or her own vehicle.
- J. Clerical Employees shall be provided a sanitary area within City Hall in which to eat.

- K. Bathrooms provided for use of employees must have dispensers for soap, tissue paper and be keep reasonably clean.

## **ARTICLE IX**

### **PERSONNEL FILES**

- A. All employees shall have the right to see all documents in their personnel file. An employee shall be permitted to have a copy of any documents in his/her file. The employee must provide twenty-four (24) hours notice for such request.
- B. Employees shall be given copies of all disciplinary matters, evaluation or work performance documents placed in their file at the time the document is so placed. Prior to placement of a document the employee shall first be given the opportunity to initial it. Such initialing shall not indicate anything other than the employee's review of the document. The employee shall be given the opportunity to indicate they have read and accepted the contents of the document. Upon written release from an employee, a Union Representative may see and copy documents in the employee's file.
- C. Employees shall have the right to respond in writing to anything placed in their file.
- D. Employees shall have written records of counseling sessions contained in any personnel file removed after twelve (12) months.

## **ARTICLE X**

### **HEALTH BENEFITS/DISABILITY LIFE INSURANCE/DISABILITY OUT OF POCKET MEDICAL REIMBURSEMENT INSURANCE BUY OUT**

- A. All full time employees shall be enrolled in the New Jersey State Health Benefits Plan with coverage for family and/or parent and child or single coverage paid in full by the employer. If the employer changes the health insurance provider to a new provider the new provider must have substantially equal to or better coverage than the coverage than the current New Jersey State Health Benefits Plan.
- B. All full time employees shall be enrolled in the New Jersey State Health Benefits Plan prescription plan, paid in full by the employer which includes a five (\$5.00) and ten (\$10.00) co-pay. If the employer changes the prescription plan to another plan, the new plan must be substantially equal to or better than the current New Jersey State Health Benefits Plan.
- C. All full time employees shall be covered with family, single, or parent and child medical benefits after thirty (30) days of employment paid in full by the employer.

- D. All full time employees shall be provided a (pick up SA language).
- E. Insurance Buy-Out: All employees shall be eligible to opt out of the health insurance one (1) time in any contract year and shall receive a lump sum payment of One thousand forty dollars and fifty cents (\$1040.50). Employees must show proof of health insurance under another carrier to be eligible to opt out and will not be eligible to re-enroll until the open window period. Reentry into the insurance plan shall be at the discretion of the Mayor and Council of the City of Beverly.

## **ARTICLE XI**

### **WORKER'S COMPENSATION/SAFETY AND HEALTH INOCULATIONS**

- A. When an employee is injured on duty, he or she shall notify his or her Supervisor or designee immediately so that a report may be prepared. The employee and his or her immediate Supervisor or designee is also required to prepare an accident report. The employee will be placed on a leave of absence with pay during this period of disability. When it is determined that the injury is work related, the employee shall be placed on Worker's Compensation.
- B. While on Worker's Compensation, an employee shall not have any loss of any accumulated time. Credit for sick and vacation leave shall continue to accrue to an employee's benefit during a Worker's Compensation injury.
- C. Upon assigning over his workman's compensation checks, an employee shall receive seventy-five (75%) per cent of his regular pay, excluding overtime or other similar benefits, while on disability leave for a term not to exceed one (1) year from the date of injury. Thereafter, employee may utilize any sick leave, vacation leave, personal leave, or any other leave as allowed by this agreement to continue receiving compensation. Upon exhaustion of leave allowed as above, the City shall have the right to cease further payments except for allowed workmen's compensation benefits and declare the position held by the employee to be vacant.
- D. INOCULATIONS: After the employee has received approval from his physician to receive inoculations for hepatitis, tetanus, and other preventive poison shots, the employee shall use their current health insurance. The Authority shall reimburse the employee for his cost of the "Co-Pay" when the employee presents the Employer with the documentation from the doctor showing when the employee was inoculated. Employees who have approval from the Supervisor to obtain any approved inoculation during regular work hours shall have the inoculation completed during work hours and shall not suffer any loss in pay while doing so.

## **ARTICLE XII**

### **SENIORITY/JOB POSTING**

- A. Seniority is defined as an employee's total length of service with the Employer computed from the hiring date.
- B. In the event of dispute concerning the seniority of two (2) or more employees hired on the same date, preference shall be given in alphabetical order of the employee's last name.
- C. The Employer shall maintain an accurate, up-to-date seniority roster with each employee's date of hire, classification, and pay rate. Such records shall be available to the Representative upon request.
- D. The Employer shall post all positions on the bulletin board, or designated area where the employee receives updates and notices, for a period of ten (10) working days before filling the job. During the time of the posting any employee desiring such position may present his/her bid in writing. No employee shall be refused an interview for a posted position. Any employee who has applied for the position and has not been accepted shall be notified by the Employer as to the reasons the employee did not qualify for the position. Such posting shall also include the job duties, shifts, and wage rates for the job.

## **ARTICLE XIII**

### **LAYOFF/RECALL**

- A. Department of Personnel rules shall apply for all layoff and recall, however, in the event the department of personnel becomes non existent, or if the City of Beverly has opted out of the Civil Service Program, then the following rules shall apply:
- B. No full-time employee shall be laid off until all part-time employees and temporary employees have been terminated or laid off. All temporary employees shall be laid off before any part-time employees are laid off. Full-time employees shall then be laid off by seniority with the least senior person laid off first. Part-time employees shall be laid off by seniority with the least senior person laid off first. No bargaining unit work shall be performed by outsiders that would cause a reduction in the work force, a termination of one's employment, or the implementation of a layoff.
- C. The Employer shall provide a forty-five (45) day notice to all employees if a layoff is imminent due to economics. The Employer shall provide the Union with the economic conditions that it believes necessitates a layoff. The Union and the Employer will meet to reconsider alternative options through negotiations prior to any layoff notice being implemented.
- D. RECALL: All employees shall be recalled by: full-time employees first, then part-time employees. Seniority will apply for the recall with the full-time person who was

laid off last being the first to be called back to work and the part-time employee who was laid off last being the first to be called back to work.

## **ARTICLE XIV**

### **UNION DUES**

- A. The Employer agrees to collect monthly union dues by deducting weekly an amount equal to 1.154% from the base pay of each employee who has furnished a written authorization for such deduction in a form acceptable to the Employer. Dues shall be per month or such an amount as may be certified by the CWA to the Employer at least thirty (30) days prior to the month in which the deduction of Union Dues is to be made. Deductions of Union Dues made pursuant hereto shall be remitted by the Employer to the CWA c/o Secretary-Treasurer, Communications Workers of America, AFL-CIO, 501 3<sup>rd</sup> Street N. W., Washington, D. C. 20001-2797, by the tenth (10<sup>th</sup>) calendar day of the following month after such deductions are made, together with a list of employees from whose pay such deductions were made. A copy of the list shall also be sent to CWA, Branch 1, 26 High Street, P. O. Box 723, Mt. Holly, N. J. 08060. The Employer shall furnish the CWA with the names and addresses of newly hired employees within fifteen (15) days of hire.
- B. Dues deductions may only be stopped if the employees so request. Any such request must be in writing and submitted to the City prior to December 15<sup>th</sup> of any given year. Dues shall be halted beginning with the first pay period of each calendar year.
- C. The City of Beverly will immediately supply the Union with a copy of any such request to halt dues. If, during the life of this Agreement, there shall be any change in the rate of membership dues, the Union shall furnish to the City written notice prior to the effective date of such change and shall furnish the City a certified copy of the Resolution, indicating dues changing and the effective date of such changes.

## **ARTICLE XV**

### **AGENCY SHOP**

- A. Beginning thirty (30) days after agreement on this contract, all eligible non-member employees in this unit will be required to pay the majority representative a representative fee in lieu of dues for services rendered by the majority representative. Nothing herein shall be deemed to require any employee to become a member of the majority representative.
- B. Prior to the beginning of each contract year, the Union will notify the Employer in writing of the amount of regular membership dues, initiation fees and assessments charged by the Union to its own members for that contract year, and the amount of the representation fee for that contract year.

- C. The representation fee in lieu of dues shall be in an amount equivalent to the regular membership dues, initiation fees, and assessments charged by the majority representative to its own members less the cost of benefits financed through the dues, fees, and assessments and available to or benefiting only its members, but in no event shall such fee exceed eighty-five per cent (85%) of the regular membership dues, fees, and assessments.
- D. After verification by the Employer that an employee must pay the representation fee, the City will deduct the fee for all eligible employees in accordance with this Article.
- E. The mechanics of the deduction of representation fees and the transmission of such fees to the Union will be the same as those used for the deduction and transmission of regular membership dues to the Union; however, those employees paying the representation fee shall be listed separately from the members paying union dues by placing an "A" next to their name, indicating that they are a fee payer.
- F. The representation fee in lieu of dues only shall be available to the Union if the procedures hereafter are maintained by the Union. The burden of proof under this system is on the Union. The Union shall return any part of the representation fee paid by the employee which represents the employee's pro rata share of expenditures by the Union that is either in aid of activities or causes of a partisan political or ideological nature only incidentally related to the terms and conditions of employment, or applied toward the cost of any other benefits available only to members of the majority representative.
- G. The employee shall be entitled to a review of the amount of the representation fee by requesting the Union to substantiate the amount charged for the representation fee. This review shall be accorded in conformance with the internal steps and procedures established by the Union.
- H. The Union shall submit a copy of the Union review system to the City. The deduction of the representation fee shall be available only if the Union establishes and maintains this review system.
- I. If the employee is dissatisfied with the Union's decision, he/she may appeal to a three-member board established by the Governor.
- J. The CWA agrees to indemnify and hold the City harmless against any and all claims, suits, orders, or judgments brought or issued against the City with regard to deductions of representation fees pursuant to this provision. In addition, the City shall not be liable to the Union for any retroactive or past deduction of representation fees for any employee identified by the City as excluded or confidential or in good faith was mistakenly or inadvertently omitted from the deduction of the representation fee.

## **ARTICLE XVI**

### **HOLIDAYS**

The following days shall be observed as holidays with pay for all full-time employees.

New Year's Day	Good Friday	Martin Luther King
Memorial Day	Labor Day	Independence Day
Veterans Day	Presidents Day	Day After Thanksgiving
Thanksgiving Day	Christmas Day	

When any of the above Holidays fall on a Saturday, the employee shall receive Friday off with pay.

Any employee who works a Holiday during the normal work week the employee shall receive the holiday pay and one additional days pay for working a holiday. If any employee works a Holiday on a Saturday the employee shall receive the holiday pay plus one and one half times the employee's hourly rate. If an employee works a Holiday on a Sunday, said employee shall receive the holiday pay plus double time and one half of the employee's hourly rate.

## **ARTICLE XVII**

### **LEAVES OF ABSENCE - SICK LEAVE:**

- A. All full-time employees shall receive sick leave. Each employee using a sick day shall receive his or her regular rate of pay for the day.
- B. Employees shall receive fifteen (15) sick days on January 1 of each year.
- C. Sick time can be used in hourly increments.
- D. Sick days shall accrue during any approved or authorized leave of absence where the right to the accrual of sick time is specifically reserved.
- E. Sick days shall accumulate from year to year.
- F. Employees retiring shall receive fifty per cent (50%) of all accumulated sick leave in a lump sum up to a maximum of \$7,500.00 (Seven Thousand Five Hundred Dollars). Lump sum payments shall be paid within sixty (60) days of separation.
- G. Sick leave is defined to mean absence of an employee from duty because of personal illness by reason of which the employee is unable to perform the usual duties of his/her position, or exposure to contagious disease. The City may require medical proof of illness as a precondition to entitlement to sick leave benefits where the sick leave exceeds ten (10) days in any calendar year.
- H. Sick leave may also be requested for the following reasons: emergency attendance upon a member of his/her immediate family with a serious health condition and requiring the presence of such employee.

- I. Immediate family means an employee's spouse, child, legal ward, grandchild, foster child, father, mother, legal guardian, grandfather, grandmother, brother, sister, father-in-law, mother-in-law, and other relative residing in the employee's household. For good cause the definition of immediate family may be expanded upon approval of the City or its designee.
- J. Serious health condition is an illness, injury, impairment, or physical or mental condition that involves: any period of incapacity or treatment in connection with or resulting from inpatient care in a hospital, hospice, or residential medical care facility; any period of incapacity requiring absence from work, school, or regular daily activities, for treatment by a health care provider, or continuing treatment by a health care provider for a chronic or long-term health condition that is incurable or so serious that, if not treated, would likely result in a period of incapacity of more than three (3) calendar days, or for prenatal care.
- K. Sick leave can be used for bereavement leave. Use of sick time for bereavement leave shall not disqualify the employee for the non-use of sick time bonus.

## ARTICLE XVIII

### VACATION LEAVE

- A. All full-time employees shall receive Vacation leave. All Vacation leave shall be with pay. Vacation leave shall be computed as follows:
  - a. One (1) day each month and for every month of employees first year.
  - b. After one (1) year and up to five (5) years completed - twelve (12) days
  - c. After five (5) years and up to ten (10) years completed - fifteen (15) days.
  - d. After ten (10) years and up to eighteen (18) years completed - twenty (20) days
  - e. After eighteen (18) years and over - twenty-five (25) days
- B. No accumulation of vacation time is permitted. Vacation time must be used in the year it is earned. However, if the work schedule does not permit the use of the vacation time because of emergency needs by the City, then a twelve (12) month carryover will be permitted with prior City approval.
- C. At the end of each calendar year, an employee may sell back any unused vacation time at their current rate of pay.
- D. If an employee becomes sufficiently ill so as to require in-patient hospitalization while he is on Vacation, he may charge such period of illness and post hospital recuperation against sick leave at his option.
- E. Conflicts regarding the scheduling of vacations will be resolved according to seniority.
- F. Vacation time can be used in hourly increments.

- G. Employees may split Vacations. If an employee desires to split his/her Vacation, his/her first choice shall be only on the basis of seniority.
- H. If an employee dies, all of his accumulated vacation leave shall be paid at one hundred per cent (100%) to the employee's estate at the employee's daily rate of pay at the time of his/her death.
- I. Upon any separation, except termination for cause, an employee shall receive one hundred per cent (100%) of all accumulated and unused Vacation leave. If an employee's termination is reversed on appeal, the employees' accumulated and unused Vacation leave shall be restored.

## **ARTICLE XIX**

### **FAMILY LEAVE**

- A. The Family Leave as set forth in 29 U.S.C., Section 2601, et seq., N.J.S.A. 34:11B-1, et seq., and N.J.A.C. 4A:6-1.21, or any amendments thereto, shall be available to all employees covered under this Agreement pursuant to the terms of that Act and/or regulations.
- B. Employees may use accrued Leave time (i.e., sick, vacation, personal) for Family Leave but shall not be required to exhaust accrued Leave before taking a Leave without pay. The employee shall advise the employer of that choice at the time the employee gives notice of the Leave.
- C. Employees shall suffer no loss in seniority when taking family leave. Employees shall continue to accrue paid vacation days, paid sick days, and paid personal days, as well as have no loss for Holiday pay, while using Family Leave.
- D. Employees shall have the option to substitute an employee's paid disability plan in the event the medical eligibility requirements for FMLA leave coincide with the requirements for disability leave under the employer's plan.
- E. Employees shall not be denied other leaves of absence because of taking disability leave or Family Leave.

## **ARTICLE XX**

### **UNION REPRESENTATION DUTIES**

Designated agents of the Representative shall be allowed reasonable time off from his/her normal employment duties, without loss of pay, to engage in Representative activity provided that such activity shall not substantially interfere with or interrupt the normal operations of the Employer.

## **ARTICLE XXI**

### **JURY DUTY**

If an employee is called to serve on a jury, they shall be paid their regular pay upon turning over his/her jury check to the employer for the number of days absent from his/her employ. The time will not be deducted from his/her vacation time.

## **ARTICLE XXII**

### **BEREAVEMENT LEAVE**

- A. Employees may use their paid sick time for Bereavement Leave. The employer will grant the use of three (3) days paid bereavement leave for the death of an immediate family member residing within Burlington County and shall provide five (5) paid bereavement leave for a death of an immediate family member residing outside of Burlington County. Upon request and approval of the City, this definition may be expanded.
- B. Immediate family means an employee's spouse, child, legal ward, grandchild, foster child, father, mother, legal guardian, grandfather, grandmother, brother, sister, father-in-law, mother-in-law, aunt, uncle, mother-in-law, father-in-law, foster child, ward and other relative or registered domestic partner residing in the employee's household.
- C. Employees may use an additional three (3) paid sick days for a death in the immediate family in which the employee must travel out of state, or if the employee is responsible to attend to the affairs of the deceased.

## **ARTICLE XXIII**

### **OTHER LEAVES OF ABSENCE**

An employee who is temporarily either mentally or physically incapacitated to perform his/her duties, or an employee who desires to engage in a course of study that will increase his/her usefulness, or who for any reason considered good by the City desires to secure leave from his/her regular duties may, with the approval of the City, may be granted a special leave of absence without pay for a period not exceeding six (6) months. With the approval of the City such leave may be extended for an additional period not exceeding six (6) months. Any employee requesting a special leave of absence without pay shall submit his request in writing stating the reason why in his/her opinion the request should be granted, the date when he/she desires the leave to begin, and the probable date of his/her return to duty. No reasonable request shall be denied by the City.

## **ARTICLE XXIV**

### **PERSONAL LEAVE**

Each employee shall be granted three (3) paid Personal Leave days in each year of the contract. Personal Leave days cannot accumulate. An employee shall give no less than twenty-four (24) hours' advance notice of his/her intent to take a personal leave day; however, in case of an emergency, the employee must notify the employer one (1) hour before the start of the work day. If the employee is already at work, and an emergency arises, the employee shall not be denied to attend to the emergency but shall only be paid with the amount of hours remaining in the normal work day for which the employee has requested to be excused.

## **ARTICLE XXV**

### **RETIREMENT AND PENSION**

- A. Each employee shall be entitled upon retirement to receive a lump sum payment for all accumulated sick leave earned and unused which is credited to him/her on the effective date of his/her retirement. The amount of the compensation payment shall be computed at the rate of fifty per cent (50%) of all unused accumulated sick leave up to a maximum payout of \$7,500.00 (Seven Thousand Five Hundred Dollars). Payment shall be made in the month of January following the notice of retirement. In an emergent or unusual circumstances such notice may be waived, and payment shall be made within thirty (30) days after the retirement date.
- B. All employees are enrolled in the PERS Pension Plan (Public Employees Retirement System).
- C. If an employee is permitted by state law to avail himself of any special retirement benefit (Chapter 88) which will not cost the City any additional money, the City agrees to assist in obtaining this benefit.
- D. Any employee who retires from the City of Beverly shall receive 100% of all accumulated and unused vacation leave. Payment shall be no later than 60 days after the employee retires and shall be in a lump sum.

## **ARTICLE XXVI**

### **CLOTHING SERVICE OR ALLOWANCE**

- A. Blue Collar: All employees shall be reimbursed by presenting receipts for the following clothing allotments, up to a total of Three Hundred dollars (\$300.00) per calendar year.
  - 1. On January 1 of each contract year - each employee shall be allotted two (2) pairs of work boots.
  - 2. On January 1 of each contract year - each employee shall be allotted three (3) pairs of -of overalls.
  - 3. On April 1 of each contract year - each employee shall be allotted one (1) summer jacket.
  - 4. On June 1 of each contract year - each employee shall be allotted three (3) pocket T-shirts
  - 5. On October 1 of each contract year - each employee shall be allotted one (1) winter coat.
- B. Crossing Guards: The City shall provide the following articles of clothing and equipment to all crossing guards. Each guard shall receive a replacement of any article if it is in disrepair or needs replacement.
  - 1 Raincoat    1 Safety Vest    1 pair winter gloves
  - 1 Stop Sign    1 Name Tag    1 Whistle    ID Patch
- C. Repair Allowance: - if any item is in need of repair or replacement it shall turned in and replaced or repaired within 15 days.
- D. Dress Code: The School Crossing Guards are required to wear the articles provided by the City for their use.
- E. Crossing Guards – Unique provisions for:
  - a. CPR and First Aid Training - The City will pay for the cost of approved CPR and First Aid Courses taken by the Crossing Guards. The City reserves the right to make attendance at such training mandatory. The City agrees to pay the. Crossing Guards at straight time for hours spent attending an approved CPR Course. Further, Crossing Guards are not required to attend CPR and First Aid Courses as a job requirement. All CPR and First Aid Courses must be approved by the Township before registration.
  - b. Emergency School Closings - If a Crossing Guard is already on his/her post and the Board of Education calls for an emergency school closing, then the Crossing Guard shall be paid for the remainder of his/her specific post session. The City shall not be responsible for reimbursing someone a full days pay for those times when an employee is not at his/her post.

- c. If a Crossing Guard is required to remain at their post longer than their regular schedule of hours, then he/she shall be paid at their regular hourly rate for the hours worked that particular day.

## ARTICLE XXVII

### PART TIME EMPLOYEES

Should any law operative in the State of New Jersey require the provision of any benefit to part time employees of the City of Beverly not provided for within this Agreement, then the benefit to be provided shall be prorated based on the number of hours worked in a normal work week by a full time employee and the number of hours normally worked by a part time employee. However, to the extent allowed by law, it is the intent of this Agreement not to provide part time employees with the benefits provided full time employees under this Agreement.

## ARTICLE XXVIII

### SCHOOL CROSSING GUARDS – SPECIAL PROVISIONS

- A. Uniforms. Each School Crossing Guard shall be provided with the following uniforms: two (2) pairs of pants; two (2) long sleeve shirts; two (2) short sleeve shirts; one (1) vest for summer or spring wear; one (1) jacket for winter and spring, with hood.
- B. Cell Phone. Each School Crossing Guard shall be issued a cell phone capable of calling 911. It shall be the responsibility of each School Crossing Guard to keep the cell phone charged.
- C. Call-out Procedure. Whenever it is necessary for a School Crossing Guard to call out sick, it shall be the responsibility to call the substitute guard and to call central communications at least four (4) hours prior to the time scheduled for duty.
- D. School Crossing Guards shall receive ten (10) paid days off per year plus five (5) bonus days provided that the bonus days shall not be provided for any School Crossing Guard who has any days taken off, whether with or without pay, in excess of the ten allotted days, except for cases of extended medical leave due to surgery approved by the Supervisor, bereavement leave, jury duty or in circumstances subject to the Family and Medical Leave Act.

## **ARTICLE XXIX**

### **EQUAL TREATMENT**

The Employer agrees that there will be no discrimination or favoritism upon or shown employees for any reasons of sex, age, nationality, race, religion, marital status, political status, political affiliation, sexual orientation, national origin, color, handicap, Association membership, Association activities, or the exercise of any concerted rights or activities. For the purpose of this Agreement, he shall be a generic term referring to any employee regardless of their sex. Said usage is not intended to be discriminatory or sexually based.

## **ARTICLE XXX**

### **EFFECTIVE DATE OF THE AGREEMENT**

This Agreement shall be effective as of the date of signing herein by all of the parties hereto and shall remain in force and effect through December 31, 2007. Except as otherwise agreed, it is understood by and between the parties hereto that all terms and provisions of this Agreement are retroactive to January 1, 2003.

This Agreement shall automatically renew itself on January 1, 2008, and continue from that point, on a year-to-year basis, unless one or more of the parties hereto shall notify the other parties hereto in writing at least ninety (90) calendar days prior to the scheduled expiration date of this Agreement. In the event that such notice is given, negotiations for a new agreement shall begin not later than sixty (60) days prior to the scheduled expiration date of this Agreement. This Agreement shall remain in full force and effect during the negotiations of a successor Agreement.

## **ARTICLE XXXI**

### **SAVING CLAUSE**

In the event any Article, section, or portion of this Agreement should be held invalid and unenforceable by any Court of competent jurisdiction, such decision shall apply only to the specific Article, section, or portion thereof specifically specified in the Court's decision and upon issuance of such, confer on the invalidated Article, section, or portion thereof.

## SIGNATURE SHEET

In witness whereof, the parties hereto have caused this Agreement to be executed by their Mayor and City Clerk of the City of Beverly, and Negotiation Committee Members, and attested by the Clerk, and their seal to be hereto affixed this 12 day of August, 2005

FOR THE UNION

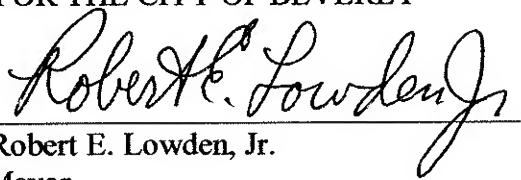
  
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Carla Katz, President  
CWA Local 1034

  
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Ruth Barrett, International Representative

  
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Florence McNamara, Staff Representative  
CWA Local 1034

  
\_\_\_\_\_  
Joseph J. Hays  
CWA Negotiation Committee Member

FOR THE CITY OF BEVERLY

  
\_\_\_\_\_  
Robert E. Lowden, Jr.  
Mayor

  
\_\_\_\_\_  
Robert Bancroft  
Council President

  
\_\_\_\_\_  
Barbara Sheipe, R.M.C.  
City Clerk and Administrator